

Before The
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES CONTRACTS
NON-PUBLISHED RATES 15 (MC2020-136)

Docket No.
CP2020-145

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
MODIFICATION ONE TO GLOBAL EXPEDITED PACKAGE SERVICES - NON-
PUBLISHED RATES 15 CUSTOMER CONTRACT
WITH SERIAL NUMBER ENDING: 0346
(March 25, 2022)**

This notice concerns the GEPS - NPR 15 customer agreement with serial number NPR15-FY21-APR21-N-T4-0346 (Agreement), an unredacted version of which was filed with the Commission under seal, as part of the Postal Service's filing of July 30, 2021, in this docket.¹

Redacted versions of Modification One to the Agreement and an assignment agreement are included with this filing as Attachments 1 and 2, respectively. Unredacted versions of Modification One and the assignment agreement are filed under seal. With respect to the nonpublic versions of Modification One and the assignment agreement that are filed under seal, the Postal Service incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's notice of May 21, 2020, in this docket.² The application protects from disclosure the information that has been redacted from the modification that the Postal

¹ Customer Contract Filing Notice for Global Expedited Package Services – Non-Published Rates 15 Serial Numbers Ending: 0334, 0335, and 0337 to 0347, Docket No. CP2020-145, July 30, 2021.

² Request of the United States Postal Service to Add Global Expedited Package Services – Non-Published Rates 15 (GEPS – NPR 15) to the Competitive Products List and Notice of Filing GEPS - NPR 15 Model Contract and Application for Non-Public Treatment of Materials Filed Under Seal, Docket Nos. MC2020-136 and CP2020-145, May 21, 2020, at Attachment 1.

Service is filing today with this notice. In addition, the Postal Service recently provided notice to all foreign postal operators within the Universal Postal Union network through an International Bureau Circular issued on December 21, 2020, that the Postal Service will be regularly submitting certain business information to the Commission. Some UPU-designated foreign postal operators may have a proprietary interest in such information. The circular includes information on how third parties may address any confidentiality concerns with the Commission.

As set forth in Modification One, the Postal Service hereby provides notice that Modification One of the Agreement will go into effect on April 1, 2022.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
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March 25, 2022



**MODIFICATION ONE TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer") with offices at [REDACTED], and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer and by the USPS on July 27, 2021. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following changes to the Agreement.

First, this Modification incorporates by reference, the terms identified in the Agreement on Assignment of Global Customized Mail Agreement that is between [REDACTED] and the USPS ("Agreement on Assignment").

Second, the first paragraph of the Agreement shall now read as follows:

This Agreement ("Agreement") is between [REDACTED] with offices at [REDACTED], and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

Third, the following paragraph (7) shall be added to Article 3 of the Agreement:

[REDACTED]
[REDACTED]
[REDACTED]

Fourth, Article 31 Notices of the Agreement shall now read as follows:

31. Notices. (1) All notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed via Priority Mail Express, to the USPS: Managing Director, Global Business; United States Postal Service; 475 L'Enfant Plaza SW Room 5012; Washington, DC 20260-4016; or to the Mailer: [REDACTED]. Or via e-mail to the United States Postal Service at: icmusps@usps.gov; or to the Mailer at: [REDACTED]. (2) The Mailer hereby agrees to provide the USPS with updates to the contact information in Paragraph 1 of this Article.

All other terms and conditions of the Agreement shall remain in force.

The Effective Date of this Modification is intended to be the first day of the month after this Modification is filed at the Postal Regulatory Commission ("Commission").

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2020-145 SERIAL NUMBER NPR15-FY21-APR21-N-T4-0346). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR202#, in which ACR202# signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found in part 3011 of the regulations concerning the Commission in Title 39 of the Code of Federal Regulations.

The individual signing this Modification on behalf of [REDACTED] represents and warrants that he or she has authority to act on behalf of [REDACTED] and intends to, and hereby does, bind [REDACTED] (referred to in the Agreement as "Ingram Micro") to the obligations and commitments set forth in this Modification.

The individual signing this Modification on behalf of [REDACTED] represents and warrants that he or she has authority to act on behalf of [REDACTED] and intends to, and hereby does, bind [REDACTED] to the obligations and commitments set forth in this Modification.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature: Robert Ferraro
Name: Robert Ferraro
Title: Director, Specialized Sales
Date: 3-24-2022

ON BEHALF OF [REDACTED]

Signature: _____
Name: _____
Title: _____
Date: 3/23/2022

ON BEHALF OF [REDACTED]

Signature: _____
Name: _____
Title: _____
Date: 3/23/2022

**AGREEMENT ON ASSIGNMENT OF
GLOBAL CUSTOMIZED MAIL AGREEMENT**

(a) THE PARTIES TO THIS AGREEMENT:

██████████ ("Assignor"), with offices at ██████████;
██████████ ("Assignee"), with offices at ██████████; and the
U.S. POSTAL SERVICE enter into this agreement ("Assignment") as of the latter of the three dates
accompanying the Parties' signatures to this agreement.

(b) THE FACTS ON WHICH THE PARTIES AGREE AND WHICH FORM A BASIS FOR THIS AGREEMENT:

- (1) THE U.S. POSTAL SERVICE has entered into a customized agreement with the Assignor. This customized agreement is the Global Customized Mail Agreement signed by the Assignor and by the U.S. POSTAL SERVICE on July 27, 2021, which is set to expire on July 31, 2022 ██████████. Hereafter the term "customized agreement" shall be used to refer to the instrument defined as customized agreement in this paragraph (b)(1).
- (2) The U.S. POSTAL SERVICE, the Assignor and the Assignee consider that this Assignment is necessary to clarify the relationship between the Assignor and the Assignee in relation to the customized agreement, so that the Assignee assumes all obligations and liabilities of the Assignor under the customized agreement, as of the Effective Date of Modification One of the Agreement.
- (3) ██████████
██████████
- (4) ██████████
██████████

(c) IN CONSIDERATION OF THESE FACTS, THE PARTIES HEREBY AGREE THAT:

- (1) The Assignor confirms the assignment to the Assignee of all of the Assignor's rights and obligations under the customized agreement as of the ██████████, and the Assignor waives any claims and rights the Assignor has or may have against ██████████ against the U.S. POSTAL SERVICE in connection with the customized agreement.
- (2) ██████████, the Assignee agrees to be bound by and to perform the customized agreement in accordance with the conditions contained in the customized agreement. ██████████, the Assignee also assumes all obligations and liabilities of and all claims against the Assignor under the customized agreement ██████████, as if the Assignee were the original party to the customized agreement.
- (3) ██████████, the U.S. POSTAL SERVICE recognizes the Assignee as the Assignor's successor in interest in and to the customized agreement. ██████████, the Assignee, by this agreement becomes entitled to all rights, titles, and interests of the Assignor in and to the customized agreement as if the Assignee were the original party to the customized agreement. ██████████, the term "Mailer" as used in the customized agreement shall refer to the Assignee.
- (4) The Assignee is not released from its obligations and liabilities under the customized agreement arising before and up to the Effective Date of Modification One of the Agreement, including, but not limited to, any penalties and indemnification owed pursuant to Article 8, clause 6 ("Penalties") and Article 23 ("Indemnity") of the customized agreement.
- (5) Except as expressly provided in this agreement, nothing in this Assignment shall be construed as a waiver of any rights of the U.S. POSTAL SERVICE against the Assignor.

- (6) The Assignor and Assignee acknowledge that this Assignment and supporting documentation may be filed with the U.S. Postal Regulatory Commission ("Commission") in the following docketed proceeding: CP2020-145. The Assignor and Assignee authorize the U.S. POSTAL SERVICE to determine the scope of information that must be made publicly available under the Commission's rules. The Assignor and Assignee further understand that any unredacted portion of this document may be posted on the Commission's public website, www.prc.gov. The Assignor and Assignee have the right, in accordance with the Commission's rules, to address their confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found in part 3011 of the regulations concerning the Commission in Title 39 of the Code of Federal Regulations.
- (7) Per the Notice provision of the customized agreement, notices or demands required by that agreement should be delivered personally or mailed via Express Mail to the following individual on behalf of the Assignee as the "Mailer":
- [REDACTED]
- (8) The parties to this Assignment warrant that, by and through the individuals signing this agreement, they have the right and authority to enter into this agreement and to perform any obligations hereunder.
- (9) The customized agreement shall remain in full force and effect, except as modified by this Assignment.
- (10) The individual signing this Assignment on behalf of Assignor represents and warrants that he or she has authority to act on behalf of Assignor, and intends to, and hereby does bind Assignor to the obligations and commitments set forth in this Assignment.
- (11) The individual signing this Assignment on behalf of Assignee represents and warrants that he or she has authority to act on behalf of Assignee, and intends to, and hereby does bind Assignee to the obligations and commitments set forth in this Assignment.
- (12) The Parties may execute this Assignment in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.
- (13) In witness whereof, this Assignment is deemed executed on the latter of the three dates accompanying the Parties' signatures.

ON BEHALF OF THE U.S. POSTAL SERVICE

Signature Robert Ferraro
Name Robert Ferraro
Title Director, Specialized Sales
Date 3-24-2022

ON BEHALF OF [REDACTED]
Signature [REDACTED]
Name [REDACTED]
Title [REDACTED]
Date [REDACTED]

ON BEHALF OF [REDACTED]
BY: [REDACTED]
Signature [REDACTED]
Name [REDACTED]
Title [REDACTED]
Date [REDACTED]

NPR15-FY21-APR21-N-T4-0346

**GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN THE UNITED STATES
POSTAL SERVICE AND [REDACTED]**

This Agreement ("Agreement") is between [REDACTED] ("Mailer"), with offices at [REDACTED], and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

Introduction. Whereas, the Parties desire to enter into a non-exclusive relationship whereby the USPS will provide certain products and/or services to the Mailer pursuant to the terms and conditions contained herein; whereas, the Parties desire to be bound by the terms of this Agreement; now, therefore, in consideration of the mutual promises set forth below, the Parties hereby agree as follows.

1. Purpose of the Agreement. This Agreement shall govern the use the Mailer may make of customized mail service for Priority Mail Express International, Priority Mail International, and First-Class Package International Service.

2. Choice of Payment Method. Initials or a mark by the Mailer or USPS next to one of the following two options indicate the Mailer's selection of a postage payment method for Qualifying Mail under this Agreement.

X **Option A. Postage Payment Through a PC Postage Provider.** The Mailer shall pay postage to the USPS through the intermediary of a USPS-approved PC Postage Provider that the USPS has authorized to offer services to contract rate customers. The Mailer retains the right to change the PC Postage Provider, provided that the new PC Postage Provider has been authorized by the USPS to offer services to contract rate customers. Initially, the Mailer chooses [REDACTED] as its USPS-approved PC Postage Provider.

Option B. Postage Payment through a Permit Imprint using USPS-provided Global Shipping Software (GSS). The Mailer shall pay postage to the USPS through the use of a separate permit imprint through an advance deposit account subject to the conditions stated in IMM 152.6 and DMM 604.5.

3. Definitions. As used in this Agreement: (1) "IMM" means the *International Mail Manual* as found on the USPS website pe.usps.com on the date of mailing. (2) "DMM" means the *Domestic Mail Manual* as found on the USPS website pe.usps.com on the date of mailing. (3) "Effective Date" means the first date on which the USPS is willing to accept Qualifying Mail. (4) "PC Postage Provider" means a provider of software-based management of postage accounts, authorized by the USPS to offer services to contract rate customers. (5) "Qualifying Mail" means mail that meets the requirements set forth in Article 4 of this Agreement. (6) "Non-Qualifying Mail" means mail that does not meet the requirements set forth in Article 4 of this Agreement. Priority Mail Express International, Priority Mail International, and First-Class Package International Service tendered to the USPS at a Business Mail Entry Unit, at a USPS retail window, or at any commercial mail receiving agency are Non-Qualifying Mail under Option A above.

4. Qualifying Mail. Only mail that meets the requirements set forth in IMM 220 for Priority Mail Express International, IMM 230 for Priority Mail International or IMM 250 for First-Class Package International Service, with the exception of: (1) Any Flat Rate item; (2) Any item destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740; (3) Any item addressed to persons or entities identified on the Office of Foreign Assets Control's (OFAC's) Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, the Bureau of Industry and Security's (BIS's) Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; and (4) Any item tendered on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; shall be considered as Qualifying Mail, except as those requirements conflict with the applicable specific preparation requirements set forth in Article 6.

5. Treatment of Non-Qualifying Mail. (1) Under Option A and under Option B above, the USPS, at its option and without forfeiting any of its rights under this Agreement, may refuse to accept Non-Qualifying Mail or may accept Non-Qualifying Mail at the applicable published prices. (2) Under Option A above, the USPS may accept Non-Qualifying Mail at the applicable published prices. (3) Any mailings by the Mailer of Non-Qualifying Mail processed using Global Shipping Software (GSS) must be paid for through the use of a permit imprint that is different from the permit imprint used to pay postage for Qualifying Mail under this Agreement.

6. Specific Preparation Requirements. (1) Under Option A above, mailings processed using software provided by a USPS-approved PC Postage Provider that the USPS has authorized to offer services to contract rate customers must be accompanied by a PS Form 3152 Confirmation Services Certification, or a PS Form 5630 Shipment Confirmation Acceptance Notice, or an equivalent form produced by the PC Postage Provider's software. (2) Under Option B above: (a) Mailings of Qualifying Mail must be kept separate from any other type of mail the Mailer tenders. (b) International mailings must be separated from domestic mailings. (c) Mailings processed using Global Shipping Software (GSS) must: (i) Be accompanied by a postage manifest; (ii) Be paid for through the use of a Permit Imprint. (3) For all items destined for Cuba, the Mailer shall take all necessary measures to comply with all applicable BIS and OFAC provisions, and to ensure

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USPS / [REDACTED]; 07/2021

that electronic export information about shipments under this Agreement destined to Cuba are properly filed, if necessary, under regulations of the Bureau of Census. (4) At the discretion of the USPS, Qualifying Mail under this Agreement may be carried through an alternative delivery provider in lieu of the designated foreign postal operator serving that country. To the extent that Mailer wishes to continue to send Qualifying Mail to any such destination country for which final delivery is furnished by an alternative delivery provider, Mailer agrees to abide by any additional preparation requirements prescribed by the USPS, which shall be set forth in an alternative delivery provider Preparation Requirements Document furnished by USPS to the Mailer with reasonable advance notice. Delivery by an alternative delivery provider is subject to terms and conditions determined in the sole discretion of the USPS, and may be subject to change. Such terms and conditions could affect certain product features, terms, and conditions that are set forth in this Agreement or the International Mail Manual.

7. Obligations of the USPS. The USPS hereby agrees: (1) Transportation To arrange with carriers to transport Qualifying Mail to international destinations where the proper authority will effect delivery. (2) Undeliverable Items To cause to be returned upon receipt from a foreign postal operator or carrier: (a) Priority Mail Express International items refused by an addressee or that are undeliverable, to the Mailer via Priority Mail Express [REDACTED]. (b) Priority Mail International and First-Class Package International Service items refused by an addressee or that are undeliverable, to the Mailer in accordance with the provisions of IMM 771. (3) Postage To provide prices for Qualifying Mail paid for and tendered as required by this Agreement. (4) Confidentiality To seek non-public treatment of information it determines to be eligible for protection from public disclosure under applicable law and practice when it files the Agreement with the Postal Regulatory Commission, or when it files information (including data) in connection with the Agreement in accordance with other regulatory requirements. (5) Technical Assistance under Option B To provide the Mailer with technical assistance necessary to prepare information linkages, electronic data files, and data exchanges as required for proper functioning of USPS-provided Global Shipping Software (GSS).

8. Obligations of the Mailer – General. The Mailer hereby agrees: (1) Postage To pay throughout the term of this Agreement, and any extension period following the term of this Agreement: (a) the prevailing Priority Mail Express International Commercial Base prices subject to the discounts and conditions set forth in Annex 1 of this Agreement for Priority Mail Express International Qualifying Mail; (b) the prevailing Priority Mail International Commercial Base prices subject to the discounts and conditions set forth in Annex 2 of this Agreement for Priority Mail International Qualifying Mail; and (c) the prevailing First-Class Package International Service prices subject to the discounts and conditions set forth in Annex 3 of this Agreement for First-Class Package International Service Qualifying Mail. (2) Customs and Export Documentation To provide any necessary documentation, including data provided in electronic format, in connection with each mailing, in the form and at the time specified by the USPS, Customs & Border Protection, Transportation Security Administration, the U.S. Census Bureau, a destination country foreign government, or other authority. The Mailer further understands that the failure to provide any such required documentation may result in refusal at acceptance, delay in processing, involuntary seizure by customs authorities, and/or return of mail to the sender. (3) Customs and Export Requirements. To comply with any regulation or order promulgated by the USPS, OFAC, the U.S. Department of the Treasury, the U.S. Census Bureau, BIS, the U.S. Department of Commerce, the U.S. Department of State, the U.S. Customs & Border Protection, the U.S. Fish and Wildlife Service, the Transportation Security Administration, a destination country foreign government, or other governmental unit, in accordance with any requirements specified by those authorities. See IMM 5 for additional information. (4) Tender Not to: (a) Tender or attempt to tender any item under this Agreement that is destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740; (b) Tender or attempt to tender any item addressed to persons or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; (c) Tender or attempt to tender any item on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382. (5) Confidentiality To treat as confidential and not disclose to third parties, absent express written consent by the USPS, any information related to this Agreement that is treated as non-public by the Postal Regulatory Commission. (6) Penalties To pay any fines or penalties as well as any other expenses, damages, and/or charges, including any applicable duties, taxes, and/or fees that result from an action of any other governmental entity that regulates exports and/or imports in relation to any item tendered under this agreement, or that results from the Mailer's failure to comply with applicable laws and regulations of the origin country, destination country, or any country through which a mailing tendered under this Agreement passes (including failure to provide necessary documentation and/or failure to obtain any required license or permit). (7) Advance Notification To provide the Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov with notification of the Mailer's intent to tender Qualifying Mail under this Agreement that requires a license from OFAC, BIS, or the U.S. Department of State not less than ten (10) days prior to tender of such items. (8) To notify USPS, via e-mail to globaltradecompliance@usps.gov and internationalmailsecurity@usps.gov, of all criminal, civil, or administrative investigations, prosecutions, or proceedings relating to violations or potential violations of export control, customs, fraud, data, or mailability laws concerning transactions involving the Mailer, brought against the Mailer, any of its subsidiaries or affiliates, or any of its directors, officers, employees, or agents, in no case more than 5 business days after discovery.

9. Additional Obligations of the Mailer Under Option A. The Mailer, having selected Option A above, hereby agrees: (1) Advance Notification (a) To provide the Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov, with notification of new PC Postage Provider account number(s) used for Qualifying Mail ten (10) days in advance of using the new PC Postage Provider account numbers. The message should include the PC Postage Provider account number, the name of the PC Postage Provider account owner, and the requested implementation date. (b) To provide the Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov with notification of the Mailer's intent to change and/or add PC Postage Providers and the name of the new PC Postage Provider(s) the Mailer intends to use at least twenty (20) days in advance of the anticipated change or addition; (2) Tender To present the mailings to the USPS, in accordance with the Annexes to this Agreement, using any means of tender the USPS authorizes for items for which postage payment is through a PC Postage Provider, with the exception of the following means of tender: tender at a USPS retail window, or a commercial mail receiving agency. (3) Software To apply address labels and Customs declarations to Qualifying Mail using the software provided by the USPS-approved PC Postage Provider which the Mailer has identified as its selected postage payment intermediary. (4) Postage Due To pay any postage due to the USPS as a result of discrepancies between the actual PC postage applied to the mailings and the postage required under this Agreement.

10. Additional Obligations of the Mailer Under Option B. The Mailer, having selected Option B above, hereby agrees: (1) Advance Notification To provide: (a) The Manager, Customized Mail, USPS, via e-mail to icmusps@usps.gov, with notification of new permit numbers used for Qualifying Mail ten (10) days in advance of using the new permit numbers. The message should include the permit number, the city, state, and ZIP Code where the permit is held, the name of the permit owner, and the requested implementation date. (b) The appropriate USPS acceptance site(s) with notice of intent to mail. (2) Tender To present the mailings at a Business Mail Entry Unit (BMEU) approved by the USPS to receive Qualifying Mail in accordance with the Annexes to this Agreement and the scheduling procedures in place at the appropriate acceptance site(s). (3) Address Labels and Customs Declarations. (a) To create Address labels for Priority Mail Express International, Priority Mail International, and First-Class Package International Service Qualifying Mail using USPS-provided Global Shipping Software (GSS); (b) To prepare Customs declarations for Priority Mail Express International, Priority Mail International, and First-Class Package International Service Qualifying Mail using USPS-provided Global Shipping Software (GSS). (4) Information Link To establish the necessary linkages with the USPS so that: (a) The Mailer and the USPS can exchange data transmissions concerning the Mailer's packages; (b) The USPS can, at the Mailer's request, extract information by scanning the Mailer-provided barcode on each package. (5) Data Transmission To exchange electronic information with USPS in accordance with instructions USPS provides.

11. Minimum Commitment. (1) The Mailer is required to meet an annualized minimum commitment of [REDACTED] in postage paid for Qualifying Mail. The postage commitment is for postage after all discounts have been applied. (2) There is no penalty if the Mailer does not meet the annualized minimum commitment set forth in Article 11(1). However, if the Mailer does not meet its annualized minimum commitment set forth in Article 11(1), the USPS reserves the right not to enter into subsequent agreement with the Mailer during the subsequent calendar year.

12. Term of the Agreement. (1) The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the signed Agreement from the Mailer. If the Effective Date of this Agreement is the first of the month, the Agreement shall remain in effect for one calendar year from the Effective Date (for example, if the Effective Date of the Agreement is April 1, the Agreement will expire on March 31 of the subsequent year), unless terminated sooner pursuant to Article 13, Article 14, or Article 34. (2) If the Effective Date of this Agreement is not the first of the month, the Agreement shall remain in effect until the last day of the month in which the Effective Date falls in the year subsequent to the Effective Date (for example, if the Effective Date of the Agreement is April 2 or a later day in April, the Agreement will expire on April 30 in the subsequent year), unless terminated sooner pursuant to Article 13, Article 14, or Article 34. (3) If the Mailer has met its annualized minimum commitment under Article 11, the USPS may, prior to the expiration of this Agreement, provide notice to the Mailer in accordance with Article 31 that this Agreement has been extended for up to an additional three (3) months, and the USPS reserves the right to adjust the duration of such extension, depending on the effective date, if any, of a successor agreement with the Mailer.

13. Termination of the Agreement. (1) Either Party to this Agreement, in its sole discretion, may terminate the Agreement for any reason, without cost, fault, or penalty, except as provided for in Paragraph 3 of this Article, regardless of whether either Party is in default, upon a thirty (30) day written notification, unless a time frame longer than thirty (30) days that falls within the term of the Agreement is indicated by the terminating Party. (2) If the Mailer is not in compliance with this Agreement, USPS will have the right to immediately terminate or suspend performance under this Agreement. (3) In the event that this Agreement is terminated for any reason before the termination date provided for in Article 12 (including for the reasons and under the terms set forth in Article 34), any penalties arising under Articles 9 and 37, or other article of this Agreement, shall be enforceable, and the minimum commitment in Article 11 shall be calculated on a pro rata basis to reflect the actual duration of the Agreement. (4) The USPS is under no obligation to remind the Mailer of the termination of this Agreement. In addition, the USPS is under no obligation to enter into a subsequent agreement with the Mailer.

14. Modification of the Agreement. (1) Any modification of this agreement or additional obligation assumed by either party in connection with this agreement, with the exception of changes to prices under the terms of Article 15, shall be binding only if placed in writing and signed by each party. (2) Modifications may be contingent upon any and all

necessary approvals by USPS management's executive committee, the Board of Governors of the USPS, the Governors of the USPS, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. (3) If such approvals are required, the modifications will not become effective until such time as all necessary approvals are obtained. (4) The USPS will notify the Mailer of the date the modification becomes effective within thirty (30) days after receiving the approval of the entities that have oversight responsibility for the USPS. (5) The USPS shall have no obligation to notify the Mailer of the status of the approval process or of potential fulfillment of the approval process.

15. Postage Updates.

16. Customs Duties and Taxes. Customs duties, taxes, and/or fees for packages mailed under this Agreement are the responsibility of the addressee.

17. Entire Agreement and Survival. This Agreement, including all Annexes thereto and any corresponding written local pickup agreement, shall constitute the entire agreement between the Parties regarding customized prices for Qualifying Mail commencing on the Effective Date of this Agreement, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement. The provisions of Article 7, Paragraph 4; Article 8, Paragraph 5; and Article 19 shall expire ten (10) years from the date of termination or expiration of this Agreement.

18. Force Majeure. Neither Party shall be liable for its failure to perform under the terms of this Agreement due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, pandemics impacting service, labor disputes or shortages; governmental laws, ordinances, rules and regulations, whether valid or invalid; court orders whether valid or invalid; inability to obtain material, equipment or transportation; and any other similar or different contingency.

19. Confidentiality. The Mailer acknowledges that this Agreement and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding. The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Agreement must be filed. The Mailer further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, www.prc.gov. In addition, the USPS may be required to file information in connection with this Agreement (including revenue, cost, or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR202#, in which "202#" signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found in part 3011 of the regulations concerning the Commission in Title 39 of the Code of Federal Regulations. The docket number in which this Agreement will be filed is CP2020-145.

20. Effect of Partial Invalidity.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.

21. Intellectual Property, Co-Branding and Licensing. The Mailer is allowed the factual use of the following trademarks to identify the appropriate USPS service: Priority Mail Express International®, Priority Mail International®, First-Class Package International Service®, PMEI™, PMI™, and FCPIIS®. The Parties acknowledge that in the service of marketing the products under this Agreement, that such product marketing may be enhanced through the use of co-branding or the use of each Party's trademarks, logos or intellectual property. In such instances, the Parties acknowledge and agree that any use shall be subject to separate written agreements. The Parties acknowledge and agree that neither Party shall use the other Party's trademarks, logos or intellectual property other than to factually identify the trademark owner or the trademark owner's services until such time that a license for marketing use has been executed by the Parties. Mailer agrees to cooperate and execute any necessary filings required to perfect such license's effectiveness in the applicable jurisdictions, including, but not limited to the recording of such licenses.

22. Limitation of Liability. (1) The liability of the USPS under this Agreement shall be limited to the refund of postage for Qualifying Mail that is lost or destroyed in bulk after being tendered to the USPS and prior to being received by the delivery authority outside of the United States. The USPS shall not be liable for any actual or consequential damages suffered by the Mailer as a result of late delivery or non-delivery of any Qualifying Mail. (2) The USPS shall not be liable for any loss or expense, including, but not limited to fines and penalties, for the Mailer's or any other person's failure to comply with any export laws, rules, or regulations. (3) The USPS shall not be liable for any act or omission by any person not employed or contracted by the USPS, including any act or omission of the Mailer, the Mailer's customer, or the

recipient of an item tendered under this Agreement. (4) Priority Mail Express International, Priority Mail International, and First-Class Package International Service Qualifying Mail mailed under this Agreement are not guaranteed against delay in delivery. Neither indemnity payments nor postage refunds will be made in the event of delay. (5) Unless otherwise specified by notice published in a future issue of the *Postal Bulletin* that a date-certain, postage-refund guarantee will be offered for this particular type of Global Customized Mail Agreement, Priority Mail Express International With Money-Back Guarantee Service Qualifying Mail mailed under this agreement is not guaranteed against delay in delivery, and neither indemnity payments nor postage refunds will be made in the event of delay. (6) The USPS bears no responsibility for the refund of postage for Qualifying Mail in connection with actions taken by Customs authorities. (7) The USPS as well as its agents, suppliers, and vendors, shall not be liable for any damages of any type, including but not limited to, any lost profits (both actual and anticipated) or other incidental or consequential damages arising out of any action by the USPS. The USPS is further not liable for any loss due to the use of, programming related to, or inability to use the USPS or other vendors' or suppliers' software.

23. Indemnity. The Mailer shall indemnify and save harmless the USPS and its officers, directors, agents, and employees from any and all claims, losses, costs, damages, or expenses or liabilities, including but not limited to penalties, fines, liquidated damages, charges, taxes, fees, duties, or other money due ("Claims") growing out of or connected in any other way with the discharge by the Mailer or its agent(s) of any undertaking contained in this Agreement, including Claims that result from the noncompliance of the Mailer with the laws of the United States and other countries.

24. Governing Law. This Agreement shall be governed by, construed under, and enforced in accordance with United States federal law.

25. Suspensions of Mail Service. In the event that a suspension of Priority Mail Express International service, Priority Mail International service, or First-Class Package International Service from the United States to a country would prevent delivery of Qualifying Mail to addressees in that country, the Mailer shall not tender a Priority Mail Express International, Priority Mail International, or First-Class Package International Service shipment, as appropriate, to the USPS until service is restored. The annualized minimum commitment for Qualifying Mail set forth in Article 11 shall be recalculated pro rata to reflect the reduction in available service time.

26. Assignment. Neither Party may, or shall have the power to, assign its rights under this Agreement or, delegate its obligations hereunder, without the prior consent of the other; such consent is not to be unreasonably withheld. In addition, in the event that the Mailer is merged with or into or acquires another firm, corporation, or entity, pricing under this Agreement following such merger or acquisition shall apply only to mail sent by the entity existing prior to the merger or acquisition. Following any such merger or acquisition, the parties may negotiate in good faith to extend, modify or enter into a new Agreement applicable to the merged or acquired entity. Assignment by the Mailer to a subsidiary of the Mailer for which the Mailer is the majority owner shall be allowed.

27. No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if such forbearance or waiver had not occurred.

28. Paragraph Headings and Reference Citations. The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement. All citations to provisions in the DMM, IMM or Code of Federal Regulations within this Agreement are intended to refer to the substantive information found within the cited section(s) at the time this Agreement was drafted. Subsequent changes to the citations or the relevant substantive information due to published revisions of the DMM, IMM or Code of Federal Regulations shall be applicable to this Agreement upon the effective date of such revisions.

29. Mailability, Exportability, and Importability. (1) All items mailed under this Agreement must conform to the mailability requirements of the USPS as detailed in the IMM 130 and USPS Publication 52; all applicable United States laws and regulations, including export control and customs laws and regulations; and all applicable importation restrictions of the destination countries. For each item mailed under this Agreement, the Mailer is responsible for notifying the Mailer's Customers of their responsibility for determining export and import requirements, obtaining any required licenses and permits, and ensuring that the recipient of the item is authorized by the laws of the United States as well as destination countries to receive the item, and for the exportation and importation status of the products mailed under this Agreement as detailed in IMM 112. (2) The Mailer is responsible for ensuring that no item mailed under this Agreement includes non-mailable dangerous goods. Internationally mailable dangerous goods include only certain biological substances, certain radioactive materials, and small lithium batteries packaged in the devices they are meant to operate, as described in greater detail in IMM 135. Hazardous materials listed within the Department of Transportation's regulations, including at 49 C.F.R. § 172.101, are known as dangerous goods that are prohibited from all international mail, as set forth in Exhibit 331 of USPS Publication 52. These substances and items are in addition to any prohibitions or restrictions on imports that may be found in the Individual Country Listings in the IMM. Penalties for knowingly mailing dangerous goods may include civil penalties pursuant to 39 U.S.C. § 3018 and criminal charges pursuant to 18 U.S.C. § 1716.

30. Warranties, Representations and Covenants. The Mailer warrants, represents, and covenants to the Postal Service as follows: (1) that the execution, delivery, and performance by the Mailer of its obligations under this Agreement (a) are within the Mailer's power and authority; (b) have been duly authorized; and (c) do not and will not contravene (i) any

law or regulation binding on or affecting the Mailer, (ii) any contractual restriction binding on the Mailer, (iii) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on the Mailer, or (iv) the organizational documents of the Mailer; (2) that the Mailer is not subject to, and is not related to an entity that is subject to, a temporary or other denial of export privileges by BIS and that the Mailer is not listed on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382, and that the Mailer is not in arrears for any amount due to the USPS; (3) that the Mailer is not aware of any pending investigations that would be subject to the notice obligation under Article 8, Paragraph 8; (4) that there has been no criminal, civil, or administration enforcement action in the past 5 years against the Mailer, any of its subsidiaries or affiliates, or any of its directors, officers, employees, or agents; (5) that the individual signing the Agreement on behalf of the Mailer is a duly authorized officer of the Mailer with the power and authority to enter into the Agreement on behalf of Mailer; and (6) that the Mailer shall comply with all applicable federal, state and local laws, rules and regulations.

31. Notices. (1) All notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed via Priority Mail Express, to the USPS: Managing Director, Global Business; United States Postal Service; 475 L'Enfant Plaza SW Room 5012; Washington, DC 20260-4016; or to the Mailer: [REDACTED]

[REDACTED]. Or via e-mail to the United States Postal Service at: icmusps@usps.gov; or to the Mailer at: [REDACTED]. (2) The Mailer hereby agrees to provide the USPS with updates to the contact information in Paragraph 1 of this Article.

32. Counterparts. The Parties may execute this Agreement in one or more counterparts (including by facsimile or by electronic means such as .pdf format), not all Parties need be signatories to the same documents, and all counterparty-signed documents shall be deemed an original and one instrument.

33. Conditions Precedent. (1) The Parties acknowledge and understand that all obligations of the USPS under this Agreement, including the prices listed in the Annex(es), shall be contingent on the USPS receiving approvals hereinafter ("Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that the Agreement might not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. (2) In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

34. Sovereign Acts. The USPS and the Mailer acknowledge and agree that this Agreement is subject to any legislation that might be enacted by the Congress of the United States or any orders or regulations that might be promulgated by any executive authority, agency, branch, or independent establishment of the United States Government. The USPS and the Mailer further acknowledge and agree that this Agreement in no way waives the USPS's authority to act in its sovereign capacity and that, pursuant to the sovereign acts doctrine, the USPS shall not be held liable for any acts performed in its sovereign capacity, or for any acts performed by any executive authority, branch, agency or independent establishment of the United States in their sovereign capacities that may directly or indirectly affect the terms of this Agreement. In the event that either Party is required by legislation enacted by the Congress of the United States or any orders or regulations that might be promulgated by any executive authority, branch, agency or independent establishment of the United States Government to terminate, or otherwise as a result of such action is unable to perform its obligations under this Agreement, either Party may give notice of termination pursuant to Article 31 of this Agreement, which termination shall be effective immediately or on the effective date of such requirement, whichever is later. The Parties agree that in the event that this Agreement is terminated, as set forth in the preceding two sentences, or in the event that either Party is enjoined from proceeding with this Agreement by any court of competent jurisdiction, such Party shall not be subject to any liability by reason of such termination or injunction, except as set forth in Article 13, Paragraph 3. Further, the USPS will evaluate the impact on the Agreement of amendments to statutes affecting its ability to perform under this Agreement and may give notice of termination pursuant to Article 31 of this Agreement based upon such amendments, which termination shall be effective immediately or as determined by the USPS. To the extent of termination on this basis, the USPS shall not be subject to any liability by reason of such termination.

35. Record Keeping and Audit. Mailer shall prepare and maintain complete and accurate records, in accordance with good industry practice, to verify and document compliance with its obligations under this Agreement and substantiate any and all postage and penalties, and any related fees and expenses, payable by Mailer hereunder, in furtherance of the audit requirement under § 3654(c) of Title 39, United States Code, as well as compliance with export control laws. Mailer will retain all such records in the ordinary course of its business for a period of at least five (5) years after expiration or termination of this Agreement. Mailer shall respond to the USPS' or its designated auditor's quarterly and/or yearly

transaction confirmations related to Postal Service transactions; and such other assistance as required by the Postal Service or its designated auditors in connection with Mailer's performance under this Agreement.

36. Expiration of Agreement Rates. The rates offered to the Mailer under this Agreement expire unless the Mailer signs this Agreement within the month, or the month subsequent to, the creation of this Agreement as indicated by the month number in the footer of this Agreement.

Additional Article 37 Which Applies Under Option A of Article 2

37. Fraud. Under Option A above, the Mailer understands that providing false information with the intent to access discounted rates through the use of a PC Postage Provider may subject the Mailer to criminal and/or civil penalties, including fines and imprisonment.

In witness whereof, each Party to this Agreement has caused it to be executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF US

Signature

 Anthony Gibson

Name

 Anthony Gibson

Title

 A/Executive Director Sales

Date

 7/27/2021

ON BEHALF OF

Signature

 [Redacted Signature]

Name

Title

Date

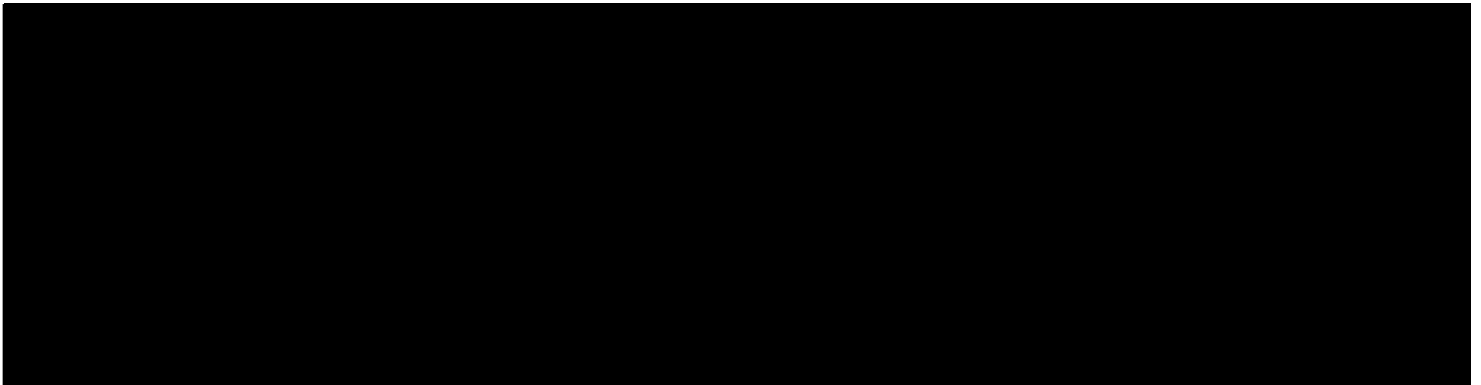
 7/27/2021

EXHIBIT A

ANNEX 1 –

PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL QUALIFYING MAIL

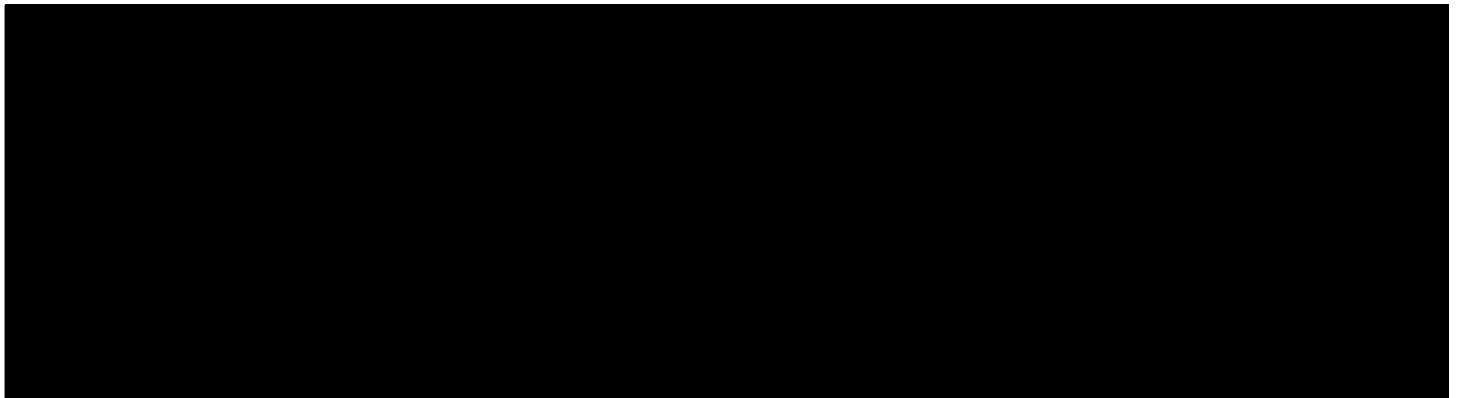
Postage prices for Priority Mail Express International Qualifying Mail items under this Agreement are as follows.



ANNEX 2 –

PRICES FOR PRIORITY MAIL INTERNATIONAL QUALIFYING MAIL

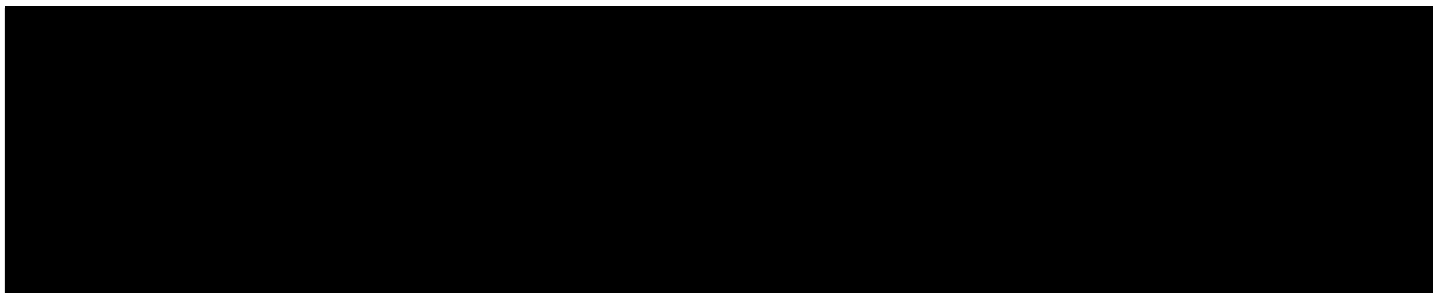
Postage prices for Priority Mail Qualifying Mail items under this Agreement are as follows.



ANNEX 3 –

PRICES FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE QUALIFYING MAIL

Postage prices for First-Class Package International Service Qualifying Mail items under this Agreement are as follows.



**ANNEX 4 CONCERNING NATIONWIDE SERVICE -
REQUIREMENTS TO RECEIVE DISCOUNT OFF OF PUBLISHED COMMERCIAL BASE PRICES FOR
PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL INTERNATIONAL
FOR ITEMS UP TO AND INCLUDING 35 POUNDS
AND FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE
FOR ITEMS UP TO AND INCLUDING 64 OUNCES THAT ARE
TENDERED AT LOCATIONS OTHER THAN THOSE SPECIFIED IN THIS ANNEX FOR
PRESORT DROP SHIPMENT ITEMS, DROPSHIP ITEMS, OR METRO ITEMS**

The discount for nationwide off of published Priority Mail Express International (PMEI) Commercial Base prices and Priority Mail International (PMI) Commercial Base prices is only available for PMEI Qualifying Mail and PMI Qualifying Mail items in weight steps up to and including 35 pounds for which a discount other than the discount for nationwide items is not available under this Agreement.

The discount for nationwide off of published First-Class Package International Service (FCPIS) Commercial Base prices is only available for FCPIS Qualifying Mail items in weight steps up to and including 64 ounces for which a discount other than the discount for nationwide items is not available under this Agreement.